

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3005745

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|---|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MOHAMED YOUSSEF | 10/19/2011 |
| GUYLAIN ROY-MACHABEE | 10/20/2011 |
| ASHKAN IZADPANA | 10/19/2011 |
| RECEIVING PARTY DATA | |
| Name: | RX NETWORKS INC. |
| Street Address: | 1201 WEST PENDER STREET |
| Internal Address: | SUITE 800 |
| City: | VANCOUVER |
| State/Country: | CANADA |
| Postal Code: | V6E 2V2 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14345387 |
| CORRESPONDENCE DATA | |
| Fax Number: | (206)682-6031 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 2066224900 |
| Email: | carolw@seedip.com |
| Correspondent Name: | FRANK ABRAMONTE |
| Address Line 1: | 701 FIFTH AVENUE |
| Address Line 2: | SUITE 5400 |
| Address Line 4: | SEATTLE, WASHINGTON 98104-7092 |
| ATTORNEY DOCKET NUMBER: | 820046.405USPC |
| NAME OF SUBMITTER: | FRANK ABRAMONTE |
| SIGNATURE: | / Frank Abramonte/ |
| DATE SIGNED: | 09/02/2014 |
| Total Attachments: 10 | |
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WORLDWIDE

ASSIGNMENT

We:

**YOUSSEF, Mohamed, c/o RX Networks Inc., Suite 800, 1201 West Pender Street,
Vancouver, British Columbia V6E 2V2, Canada**

**ROY-MACHABEE, Guylain, c/o RX Networks Inc., Suite 800, 1201 West Pender Street,
Vancouver, British Columbia V6E 2V2, Canada**

**IZADPANA, Ashkan, c/o RX Networks Inc., Suite 800, 1201 West Pender Street,
Vancouver, British Columbia V6E 2V2, Canada**

for good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, confirm that effective at least as early as **September 23, 2011**
we did sell and assign to:

**Rx Networks Inc.
1201 West Pender Street
Suite 800
Vancouver, British Columbia V6E 2V2**

all our right, title and interest in the United States of America, Canada, and all countries foreign
thereto, in and to the invention disclosed in U.S. Patent Application No. **61/538,420** filed
September 23, 2011, relating to, and entitled:

GEO-REFERENCE BASED POSITIONING OF A MOBILE DEVICE

and to any application for patent claiming priority therefrom, and to all our corresponding right,
title and interest in and to any patent issued therefrom, and to any patent issued from a
continuation, continuation-in-part, re-issue, divisional or re-examination application derived, or
claiming priority, from the above application.

We authorize the firm of Borden Ladner Gervais LLP to insert any further identification
necessary to make this assignment suitable for recordation in the Patent Offices of any country
as may be required.

SIGNED at

Vancouver

Canada

City or Town

Country

this

19

day of

10

2011

Mohamed Youssef
YOUSSEF, Mohamed

STATEMENT BY WITNESS

I, Muhammad Haris Afzel whose full post office address is
(name of witness)

Rx Networks Inc., Suite 800, 1201, West Pender St, Vancouver
BC, V6E 2V2, Canada

was personally present and did see **YOUSSEF, Mohamed** execute the within assignment and such assignor is personally known to me to be the person described in such document.

Haris

Signature of Witness

SIGNED at

VANCOOVER

CANADA

City or Town

Country

this

20

day of

OCTOBER

2011

Guylain Roy-Machabee
ROY-MACHABEE, Guylain

STATEMENT BY WITNESS

I, LAURIE ROBSON whose full post office address is
(name of witness)

1801-907 BEACH AVE, VANCOUVER

was personally present and did see **ROY-MACHABEE, Guylain** execute the within assignment and such assignor is personally known to me to be the person described in such document.

Laurie Robson

Signature of Witness

SIGNED at Vancouver Canada
City or Town Country

this 19 day of 10, 2011
A. Izadpanah
IZADPANAH, Ashkan

| STATEMENT BY WITNESS | |
|---|-----------------------------------|
| I, <u>Freddy Cheung</u> (name of witness) | whose full post office address is |
| <u>Rx Networks Inc., Suite 800, 1201, West Bender St</u> | |
| <u>Vancouver, BC, V6E 2V2, Canada</u> | |
| was personally present and did see IZADPANAH, Ashkan execute the within assignment and such assignor is personally known to me to be the person described in such document. | |
| <u>[Signature]</u> Signature of Witness | |

SIGNED at VANCOUVER CANADA
City or Town Country

this 20 day of OCTOBER, 2011
[Signature]
Rx Networks Inc.
By: GUYLAN ROY-MACHABEE
Title: CEO

| STATEMENT BY WITNESS | |
|--|-----------------------------------|
| I, <u>AMIE ROESON</u> (name of witness) | whose full post office address is |
| <u>1801-907 BEACH AVE, VANCOUVER BC.</u> | |
| was personally present and did see <u>GUYLAN ROY-MACHABEE</u> execute the within assignment and such assignee is personally known to me to be the person described in such document. | |
| <u>[Signature]</u> Signature of Witness | |

INSTRUCTIONS FOR COMPLETING ASSIGNMENT

The Assignment is a formal document evidencing the transfer of ownership of the invention from the inventors or company (Assignor) to another entity (Assignee).

Review:

Please Ensure that the following details are correct:

Inventors: Your name must match official documents such as driver's license or passport.
Ex. Joseph P. Doe (not Joe Doe), Michael S. Smith (not Mike Smith), etc.
Post office address must be correct and complete (home address, not work)

Company: The full corporate name and official corporate address must be used, as it appears on the Articles of Incorporation.

Instructions:

1. Fill in your location at the time of signing the Assignment (ex. Ottawa, Ontario, Canada).
2. Fill in both the day and month on which you signed the Assignment (ex. June 1, 2011).
3. If you make a handwritten change on the document (name, address), please have all inventors initial beside the change.
4. Sign the Assignment (in blue ink), in the presence of a witness or notary, on the line above your name. If signing on behalf of a company, please print the full name and title of the authorized Officer signing the Assignment on the lines below the signature.
5. Witness: Can be anyone over the age of 18 who knows you. Preferably, the witness should not be any of the inventors or the assignee representative. Have the witness fill in his or her name and address, and sign the Witness Statement. Alternately, the Assignment can be signed in the presence of a notary, who should duly notarize the Assignment.

Returning the Executed Assignment:

1. Please return the complete signed Assignment (not just the signature pages) by fax to Nicole Gade at ngade@blg.com or by fax at (778)329.0752.
2. Please also return the original by mail to Borden Ladner Gervais LLP, 1200 Waterfront Centre, 200 Burrard Street, PO Box 48600, Vancouver, British Columbia V7X 1T2, Canada.
3. If you have any questions or require a new form due to errors on the Assignment, please contact Nicole Gade by email or by phone at (604) 687.5744, ext. 53516.

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ASSIGNMENT OF INVENTIONS AND RELATED PATENT RIGHTS

WHEREAS, We:

Mohamed YOUSSEF, whose full post office address is 2280 Geode Street, Marion, Iowa 52302, United States of America,

Guylain ROY-MACHABEE, whose full post office address is c/o Rx Networks, Inc., Suite 800, 1201 West Pender, Vancouver, British Columbia V6E 2V2, Canada,

and

Ashkan IZADPANAH whose full post office address is Unit 504-1280 Haro Street, Vancouver, British Columbia V6E 1E8, Canada

(the "ASSIGNORS"), whose full post office addresses are set out above, are the inventors of certain inventions or improvements (the "Inventions") described and/or claimed in:

- (i) US Provisional Application No. 61/538,420
 - (ii) International Application No. PCT/CA2012/050659
 - (iii) Canadian Patent Application No. 2,847,222
 - (iv) US Patent Application No. 14/345,387
 - (v) Japanese Patent Application No.
 - (vi) Korean Patent Application No. 10-2014-7010708
 - (vii) Chinese Patent Application No. 201280057365.7
 - (viii) European Patent Application No. 12833353.1
- (collectively, and individually, the "Applications");

AND WHEREAS **RX NETWORKS INC.**, (the "Assignee") whose full post office address is 1201 West Pender Street, Suite 800, Vancouver, British Columbia V6E 2V2, Canada, wishes to own the entire worldwide right, title and interest in and to: the Inventions, the Applications, and all patents which may be granted on or as a result thereof in all countries;

In consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors confirm that we have assigned effective at least as early as **September 23, 2011**, and to any extent we have not already done so, do hereby sell, assign, transfer and set over to the Assignee the entire worldwide right, title and interest in and to:

- the Inventions;
- the Applications;
- all continuations, divisions, renewals of or substitutes for the Applications;
- the right to file counterparts to the Applications in all countries and regions;
- the right to claim priority from the Applications in all countries and regions;
- all patents which may be granted on or as a result thereof; and
- any reissue or reissues of such patents;

the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which such patents respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this Assignment, sale and transfer not been made.

The Assignors hereby covenants that we: have full right to convey the entire interest herein assigned; and have not executed and will not execute any agreement to transfer any rights in the Inventions and/or the Applications to anyone other than the Assignee or that is otherwise in conflict herewith.

The Assignors promise that we shall:

- each time a request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Inventions, the Application, and the patents in the Assignee, its successors, assigns, nominees or legal representatives;
- communicate to the Assignee, or its nominees, all known facts respecting the Inventions, the Applications and said patents;
- testify in any legal proceedings;
- sign all lawful papers;
- execute all disclaimers and divisional, continuing, reissue and foreign applications;
- make all rightful oaths; and
- generally do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for the Inventions in all countries;

all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives.

The Assignors hereby irrevocably designate and appoint the Assignee and its duly authorized officers and agents, and their successors, as his agents and attorneys-in-fact, to act on the Assignors behalf and instead of the Assignors, to execute and file applications to patent the Inventions in all countries, and to do all other proper lawfully-permitted acts to further the assignment, prosecution and issuance of patents for the Inventions with the same legal force and effect as if executed by the Assignors. This power of attorney shall be deemed coupled with an interest and is irrevocable.

The Assignors hereby authorize and request any official of any country or countries whose duty it is to issue patents on applications to issue to the Assignee, its successors, assigns, nominees or legal representatives all patents for the Inventions in accordance with the terms of this Assignment.

The undersigned hereby authorize the firm of Borden Ladner Gervais LLP to correct errors in this assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.

IN WITNESS whereof the Assignor has executed this Assignment

at Cedar Rapids, Iowa, USA, this 23 day of July, 2014.

INVENTOR:



Mohamed YOUSSEF

WITNESS FOR Mohamed YOUSSEF:

On this 23 day of July, 2014, before me personally appeared the above named **Mohamed YOUSSEF**, to me known and known by me to be the person described in and who executed the forgoing instrument, and acknowledge the same to be their own free act and deed.


Signature

Print Name:

HAKAN TOPAKKAYA

IN WITNESS whereof the Assignor has executed this Assignment
at VANCOUVER, BC, this 28 day of JULY, 2014.

INVENTOR:


Guylain ROY-MACHABEE

WITNESS FOR Guylain ROY-MACHABEE:

On this 28 day of July, 2014, before me personally appeared the above
named Guylain ROY-MACHABEE, to me known and known by me to be the person described in
and who executed the forgoing instrument, and acknowledge the same to be their own free act and
deed.


Signature

Print Name:

LAURIE ROBSON

IN WITNESS whereof the Assignor has executed this Assignment

at ~~Friday~~ Toronto, this 25 day of July, 2014.
A.I

INVENTOR:

A. Izadpanah
Ashkan IZADPANAHI

WITNESS FOR Ashkan IZADPANAHI:

On this 25 day of July, 2014, before me personally appeared the above named Ashkan IZADPANAHI, to me known and known by me to be the person described in and who executed the forgoing instrument, and acknowledge the same to be their own free act and deed.


Signature

Print Name:

Sara Kashani

On behalf of the ASSIGNEE, RX NETWORKS INC.

SIGNED at VANCOUVER BC, this 28 day of JULY, 2014.

By: _____

Name: GUYLAINE ROY-MACHABEE

Title: CEO

WITNESS FOR the ASSIGNEE:

On this 28 day of JULY, 2014, before me personally appeared the above
named GUYLAINE ROY-MACHABEE, to me known and known by me to be the
person described in and who executed the forgoing instrument, and acknowledge the same to
be their own free act and deed.

L. Robson
Signature

Print Name:

LAURIE ROBSON